

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWN OF WATERTOWN  
AND  
TEAMSTERS LOCAL UNION No.25

JULY 1, 2010 THROUGH JUNE 30, 2013

This Agreement is made and entered into by and between the Employer, Town of Watertown, as represented by the Town Manager, (hereinafter referred to as the "Employer") and the Teamsters Local Union No.25, (hereinafter referred to as the "the Union").

## ARTICLE 1 RECOGNITION

### Section A The Union Recognition

The Employer recognizes the Union for the purpose of collective bargaining as the sole and exclusive representative of a Unit as certified by the Labor Relations Commission of the Commonwealth of Massachusetts, Case No. MCR-04-5111, issued February 16, 2005 and described as follows: All full-time and regular part-time employees employed by the Town of Watertown in the Department of Public Works, including all laborers, motor equipment operators, heavy equipment operators, skilled maintenance craft persons, working foremen, working foremen/heavy equipment operators, heavy equipment operators/mechanics and heavy equipment operators/welders, but excluding the superintendent, the deputy superintendent, all supervisory, managerial and confidential employees and all other employees.

### Section B Management Rights

1. The Employer retains all of the powers conferred upon it by law as previously exercised (except insofar as said powers may be expressly restricted by the terms of this Agreement) including but not limited to the right to establish and administer policies and procedures relating to operations, service, and functions of the Employer to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, and transfer employees; to determine the number of employees and the duties to be performed by them; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, and other property; to determine the number, location, and operation of divisions and departments of the Employer, the assignment of work, the qualifications required and the size of composition of the work force; to make or change rules, regulations, policies and practice not inconsistent with the terms of this Agreement, and otherwise generally to manage and direct the work force, provided that such rights shall not be exercised so as to violate any of the provisions of this Agreement.

2. The parties are agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this Agreement.

## ARTICLE 2 GRIEVANCE PROCEDURE

### Section A Definitions

A "grievance" shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. As used in this Article, the term "employee" shall include a group of employees having the same grievance.

### Section B Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the members of the Union. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## Section C Procedure

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The limits specified below may, however, be extended by mutual agreement.

### Informal Resolution of Grievances

Prior to the filing of a formal grievance, the Union shall meet with the immediate supervisor with the objective of resolving the matter informally. The supervisor shall respond to the Union within three work days.

### Formal Grievance Procedure

#### Level One

The Union shall submit a grievance in writing to the Superintendent or his designee not later than 20 work days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for the knowledge of the occurrence. The Superintendent or designee shall meet with the Union within 10 work days of the written submission. The Superintendent or designee will issue a written decision within 10 work days of the meeting. If there is no meeting within 10 work days, the Union may proceed to level two.

#### Level Two

In the event the Union wishes to appeal an unsatisfactory decision at Level One, the appeal must be presented in writing to the Personnel Director within ten (10) work days following the receipt of the Level One decision. The Personnel Director or the Town Manager's designee shall meet with the Union for review of the grievance and shall issue a written recommendation to the Town Manager. The Town Manager will issue a decision within 15 work days of the close of the grievance meeting. If there is no meeting within 10 work days after the grievance is first presented, or if the grievance remains unresolved at level two after 20 work days after the grievance is presented, the Union may proceed to level three.

#### Level Three

(a) Grievances unresolved at Level Two may be brought to arbitration solely by the Union by filing with the Personnel Director within 20 work days for the receipt of the Level Two decision a completed request for arbitration.

The Arbitrator may be selected by mutual agreement of the parties within ten (10) work days following the notification of the filing for arbitration to the Personnel Director. If the parties cannot agree upon an arbitrator, the Union may request the American Arbitration Association to provide the parties a panel list of arbitrators from which the selection of a single arbitrator shall be made in accordance with its voluntary labor arbitration rules.

(b) The parties will be bound by the rules and procedures of the American Arbitration Association. The parties may agree to use the Massachusetts Board of Conciliation and Arbitration for arbitration and/or grievance mediation. If the parties choose to do so, the rules and procedures of the Massachusetts Board of Conciliation and Arbitration will be binding.

(c) The arbitrator so selected will confer with the representatives of the Employer and the Grievance Committee and hold hearings promptly and will issue his decision not later than twenty (20) work days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Employer and the Union and will be final and binding.

(d) The costs of the services of the arbitrator, including his per diem expense, will be borne equally by the Employer and the Union.

#### Section D Additional Provisions

No reprisals of any kind will be taken by the Employer or by any of its agents or representatives against any member of the Union or any other participant in the grievance procedure by reason of such participation.

Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons thereof and will be transmitted promptly to all parties in interest.

While both parties may maintain files on grievances and the dispositions thereof, the Employer shall not make any entry or file any paper in the personnel file of any employees involved in a grievance except as may be required to implement the disposition thereof.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Employer and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject matter for arbitration unless it involves a grievance as defined in Section A, Subsection 1, of this Article.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and he shall arrive at his decision solely upon the facts, the evidence and the contentions as presented by the parties during the arbitration proceedings.

### ARTICLE 3 NON-DISCRIMINATION

#### Section A The Union's Commitment

The Union agrees that as the sole and exclusive bargaining agent for all employees in the Unit described above, and as so recognized by the Employer it will continue to act, negotiate, and bargain collectively for all employees in the Unit, and shall be responsible for representing the interests of all such employees without discrimination, and without regard to Union membership or participation in Union activities. The Union further agrees to continue its policy of recognizing that membership in the Union is voluntary and is open to all employees in the Unit without discrimination and without regard to race, color, creed, national origin, age, disability, religion, pregnancy, sex, sexual orientation, genetic information, or marital status.

#### Section B Employer's Commitment

In its employment practices the Employer agrees to continue its policy of dealing with all persons without discrimination as regard to race, color, creed, national origin, age, disability, religion, pregnancy, sex, sexual

orientation, genetic information, or marital status, and without regard to Union membership, participation in Union activities or to the assertion by any employees of any rights under this Agreement.

## ARTICLE 4

## SALARIES

### Section A Anniversary Date

1. All employees have an anniversary date of July 1 each year for the purpose of step increases.
2. New employees hired between July 1st and December 31st inclusive, shall have an anniversary date of July 1st of the next year. New employees hired between January 1st and June 30 inclusive shall have their first anniversary on July 1st of the following year.
3. Employees promoted between July 1st and December 31st inclusive, shall have an anniversary date of July 1st of the next year. Employees promoted between January 1st and June 30 inclusive shall have their first anniversary on July 1st of the following year. Employees promoted shall be placed on the earliest salary step of their new classification that provides an increase in wages.
4. The anniversary date provision, as set forth in paragraphs 1, 2, and 3 above, shall only be for the purposes of salary determination and shall not affect seniority, as currently defined, for any other purposes of this agreement.
5. Effective 7/1/07, a new top step will be added to the salary scale which is 2.0% higher than the current top step.

### Section B Salaries

Effective July 1, 2010 and continuing to and including June 30, 2013, employees shall be paid in accordance with Appendix A attached hereto and incorporated as if fully set forth herein. Said Appendix A reflects the following increases for the periods indicated:

3.5% effective 7/1/08  
0.0% effective 7/1/09  
0.0% effective 7/1/10  
2.5% effective 7/1/11  
2.5% effective 7/1/12

### Wage Reopener

If the Town of Watertown voluntarily agrees to provide any collective bargaining unit under the jurisdiction of the Town Manager a base wage increase covering the period of July 1, 2010 to June 30, 2013 that is greater than the base wage increase provided for under the provisions of this Agreement, the Town agrees to reopen this Agreement upon the Union's request solely for the purpose of discussing the subject of base wages.

## ARTICLE 5

## WORK WEEK

### Section A Regular Work Week

The regular work week shall consist of forty (40) hours of work scheduled in five (5) consecutive eight (8) hour days, Monday through Friday, inclusive. The work shift (work day) shall begin at 7:00 A.M. and end at 3:30 P.M. During each work shift, there shall be scheduled a one-half (1/2) hour duty free lunch period from

the work site and two fifteen (15) minute rest periods. To the extent practicable, the duty free lunch period should be scheduled in the middle of the work shift, with the rest periods in the middle of the first and second one-half (1/2) shift. At the end of each work shift a fifteen (15) minute personal clean-up period should be provided for all employees assigned to that shift and the Employer agrees to make clean-up facilities available for that purpose.

#### Section B      Changes in Work Schedule

The Employer specifically reserves the right to reschedule hours of work in order to meet the operational requirements of the several sections of the Department of Public Works. Whenever the reserved right is exercised the Employer shall notify the employees given permanent assignments to the night shift and to the weekend shift at least ten (10) days before the start of such assignment. The Employer shall also post in several conspicuous places a notice of the hours of work of the new schedule.

#### Section C      Work Week and Payroll

The Pay Period will be Sunday to Saturday and will be paid in arrears, i.e. employees will be paid on a Thursday for the preceding Sunday to Saturday period. Salary will be calculated from the weekly pay. Direct deposit will be required for all employees hired after 7/1/11.

### ARTICLE 6                      OVERTIME

#### Section A      Overtime Rates

An employee covered by this Agreement shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay for hours worked in excess of eight (8) hours during a regularly assigned work day and for all hours worked on a non-assigned work day provided he has been credited with forty (40) hours pay at his regular rate for five (5) consecutively assigned work days prior to performing work on the non-assigned work day. An authorized leave of absence, (e.g. vacation, holiday, or sick leave) from work without loss of pay shall be counted as time worked. Double time will be paid for all hours worked on Sunday, not part of the work week.

Effective 12/2/11, an employee who works in excess of sixteen (16) consecutive hours, not including the employee's regular work shift(s), will be paid at the rate of double time for the time worked in excess of sixteen (16) consecutive hours, not including the employee's regular work shift(s).

#### Section B      Overtime Assignments

The purpose of overtime work is to meet the extraordinary operational requirements of the several sections of the Department of Public Works and the distribution of such work among the employees covered by this Agreement is the prerogative of the Employer. Overtime work will be distributed by the Employer as equitably as is practicable in the circumstances, taking into consideration the qualifications, experience and dependability of the employees interested in accepting such work, their skills and familiarity with the job to be performed and whether such work is within the scope of their usual duty. Overtime assignments shall be accepted or declined on a voluntary basis by the employees covered by this Agreement and there shall be no discrimination by the Employer against any employee who declines to accept an overtime assignment.

Effective 12/2/11, the above paragraph shall be replaced by the following:

The purpose of overtime work is to meet the operational requirements of the several divisions and subdivisions within the Department of Public Works. The determination of whether overtime is necessary and appropriate is within the prerogative of the Employer.

When the Employer determines that overtime is necessary, the opportunity to work overtime shall be offered to the employees in the order of their seniority. If it can be demonstrated by the Employer by the use of objective evidence that the senior employee does not have the qualifications, experience, dependability or familiarity with the required work to perform the work in a reasonably competent manner then the next senior employee shall be offered the work opportunity, subject to the next senior employee possessing the qualifications, experience, dependability or familiarity with the required work to do so.

Overtime work will be distributed in the manner described above by the Employer first to the employees within the subdivision where the work is required (applicable only to Forestry/Parks/Cemetery Division); then, if additional employees are required, next to the employees within the division where the work is required; then, if additional employees are required, next to the employees within the Department. For purposes of this section, the Divisions within the Department shall be Highway/Snow and Ice, Water/Sewer, Forestry/Parks/Cemetery, Property/Buildings/Maintenance and Central Motors.

Overtime assignments shall be accepted or declined on a voluntary basis by the employees covered by this Agreement and there shall be no discrimination by the Employer against any employee who declines to accept an overtime assignment.

The Town agrees to provide the Union with a list of employees and the divisions/subdivision they are assigned to and will provide advance notice to the Union of any changes to said assignments.

It is understood and agreed that the foregoing overtime procedure shall not apply to the Water Department standby list and the parties' practice regarding same.

#### Section C      Emergency Overtime Work

Whenever the Superintendent of Public Works, or his authorized representative, shall, in his sole discretion, determines that an emergency exists, employees other than employees who normally perform the required work may be called in to assist in coping with the emergency as so determined. As the need for assistance abates, such employees shall be the first to be relieved of their emergency duties.

#### Section D      Call Back Pay

Whenever an employee covered by this Agreement is called back to work after the end of his regularly scheduled work shift and before the start of his next regularly scheduled work shift, he shall be guaranteed at least four (4) hours of work and shall be compensated for such hours at one and one-half (1-1/2) times his regular hourly rate of pay except that, if he is called back within four (4) hours of the start of his next regularly scheduled work shift he shall be paid at his said overtime rate of the hours worked before the start of his said next regularly scheduled work shift and thereafter he shall be paid at his regular hourly rate.

#### Section E      Overtime Meal Periods

Whenever an employee covered by this Agreement is called back to work within four (4) hours of the start of his next regularly scheduled work shift as aforesaid, or is required to work more than two (2) hours after the end of his regularly scheduled work shift, he shall be entitled to receive a duty free meal period without loss of pay.

## Section F Overtime Meal Allowance

At any given time that is outside of the normal working hours of 7:00AM to 3:30PM, that the department operates a crew of six (6) men for eight (8) hours, employees working such hours will be paid \$6.00 for each full eight (8) hour period worked. Effective 12/2/11, said meal allowance will be increased to \$9.00.

## Section G Holidays

If a holiday falls on an employee's regularly assigned work day, he shall be paid time and one-half (1-1/2) for all hours worked in excess of his regular hours for said week.

# ARTICLE 7 VACATION LEAVE

## Section A Vacation Allowance

Permanent or provisional full-time employees shall be entitled to annual vacation periods as follows:

YEARS OF SERVICE	VACATION
Beginning with the 1 <sup>st</sup> day of the 7 <sup>th</sup> month thru the last day of the 3 <sup>rd</sup> year	2 weeks
Beginning with the 1 <sup>st</sup> day of the 4 <sup>th</sup> year thru the last day of the 8 <sup>th</sup> year	3 weeks
Beginning with the 1 <sup>st</sup> day of the 9 <sup>th</sup> year thru the last day of the 20 <sup>th</sup> year	4 weeks
Beginning with the 1 <sup>st</sup> day of the 21 <sup>st</sup> year	5 weeks

## Section B Part-time Employee's Vacation Allowance

Permanent part-time employees whose hours of work follow a regular weekly schedule of an average of twenty (20) hours or more shall be eligible for vacation pro-rated proportionately to their hours worked and in accordance with the above described schedule.

## Section C Procedure

1. Each person will submit a written request to the Superintendent at least 3 days prior to vacation days requested. No more than 2 people will be off from any group at any one time. The Superintendent has the discretion/authority to deny a vacation request if, in his opinion, it is necessary to have more people on hand.
2. All employees who come under this section shall be allowed a two (2) week summer vacation between the first week in June and the last week of September, provided that no more than two employees per section shall be on vacation at the same time.
3. Preference as to all vacation periods shall be determined on the basis of seniority as defined in this Agreement.
4. Employees who receive more than two weeks of vacation leave may use days in excess of two weeks as individual days, in accordance with the procedures for requesting vacation leave. However, up to three (3) of these days may be used with less than 72 hours notice as required above.
5. Employees may carry over one week of vacation the use to be at the discretion of the Department head and to be used prior to September 15th.



## ARTICLE 8

### SICK LEAVE

1. All permanent, full-time employees shall be entitled to receive sick leave with pay at the rate of one and one quarter (1.25) working days for each month of service, not to exceed fifteen (15) working days for each year of service. Sick leave not used in any year may be accumulated from year to year.
2. "Sick Leave" shall mean that period of time for which an employee is entitled to receive compensation while unable to perform his/her duties because of illness or injury.
3. Probationary employees who have completed six (6) months of continuous service shall be entitled to sick leave to be computed from the first month of such continuous employment. However, employees hired after the 15th of any month will not accrue sick leave for that month. Employees are not entitled to use sick leave during the first six (6) months of employment.
4. When an employee finds it necessary to be absent from his/her duties because of illness or injury, the employee or his/her representative shall at once notify the DPW Superintendent's office, and no sick leave benefit shall accrue to an employee who fails to give such notice. However, the Superintendent may waive the requirement if circumstances dictate an emergency.
5. The DPW Superintendent or his designee, may require the presentation of a doctor's certificate or report in connection with any claim for sick leave. The Employer specifically reserves the right to obtain independent medical certificates and reports and otherwise to obtain independent verification of the employee's claim for sick leave due to illness or injury.
6. Any employee covered by this Agreement who uses three (3) or less sick days during the previous calendar year shall receive two (2) bonus personal leave days for good attendance. The additional personal days must be used within the calendar year in which they are credited.
7. Employees may use accumulated sick leave to care for an injured or ill member of the employee's immediate family. Sick leave taken pursuant to this section shall be limited to five (5) days per occurrence. Immediate family is defined as spouse, child, brother, sister or parent. The DPW Superintendent or his designee, may require the presentation of a doctor's certificate or report in connection with any claim for family sick leave.
8. Sick Leave Bank After July 1, 2002, the employees may gift sick leave, not to exceed 30 days per occurrence, to another Union member who has exhausted all of his/her sick leave.

## ARTICLE 9

### SICK LEAVE BUY BACK

Whenever the employment of any person covered by this Agreement is terminated by death or by retirement under the General Laws of the Commonwealth of Massachusetts, such employee or his estate shall receive twenty-five percent (25%) of his unused sick leave. Any employee hired on or after July 1, 1980, shall receive an amount, under this section, not to exceed three thousand dollars (\$3,000.00). Effective 7/1/07, the maximum sick leave buyback benefit shall be increased to three thousand five hundred dollars (\$3,500.00).

## ARTICLE 10

## BEREAVEMENT LEAVE

All employees covered by this Agreement shall be entitled to receive bereavement leave in accordance with the following:

In the case of the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, or significant other residing in the household of any Bargaining Unit employee, said employee will be granted a leave of absence from his/her duties, without loss of pay and without having any part of said employee's sick leave benefit charged against his/her accumulated sick leave time, from the day of the death, but not beyond 8:00 A.M. of the first working day following the funeral of the deceased; but in no case will said employee receive pay for absences of more than three working days except with the express approval of the Department Head or the Board, Commission, Committee or Official having jurisdiction over the particular department and then only in cases of extreme emergency.

In the case of the death of a brother-in-law, sister-in-law, nephew, niece, uncle or aunt of said employee, he shall be granted a leave of absence of one working day on the day of the funeral without loss of pay and without having any part of said employee's sick leave benefit charged against his accumulated sick leave time. In no case shall said employee receive pay for absences of more than one day except with the express approval of the Department Head or the Town Manager and then only in cases of extreme emergency.

At the discretion of the Superintendent of Public Works an additional day may be granted in cases where extensive travel is required for the funeral.

## ARTICLE 11

## PAID HOLIDAYS

1. All employees covered by this Agreement shall be entitled to receive the following paid holidays:

New Years Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Christmas Day
Patriots Day	Columbus Day	½ day before Christmas

2. Holiday pay shall be computed on the basis of eight (8) hours at the employee's regular rate of pay.

3. If an employee is required to work on Christmas Day, New Year's Day, Thanksgiving Day, or July 4<sup>th</sup>, he/she shall receive double time for such hours worked.

4. For those employees who regularly work Monday through Friday, in the event a paid holiday falls on a Saturday, the preceding work day shall be taken as his paid holiday. In the event a paid holiday falls on a Sunday, the next work day shall be taken as his paid holiday.

5. Employees who do not regularly work Monday through Friday will be treated similarly if a holiday falls on a regularly scheduled day off.

6. Whenever a paid holiday falls during an employee's vacation time, he shall receive an additional day of vacation with pay.

7. Employees covered by this Agreement shall be entitled to a day off the Friday after Thanksgiving. Employees not scheduled to work on this day, will receive a comparable day off.

8. An employee shall be allowed early release of 4 hours on Good Friday. An employee shall be allowed early release of 4 hours on New Years Eve in those instances when New Year's Eve is a Monday through Friday. If an employee is held over on either Good Friday, or New Year's Eve, he/she will receive the applicable overtime rate for the hours worked.

## ARTICLE 12 DIFFERENTIAL PAY

A. Each employee who works hours or shifts other than the daytime working hours 7:00 AM to 3:30 PM, Monday through Friday, shall receive a differential pay of \$1.25 per hour over the base pay per hour for each hour outside the aforementioned schedule.

Effective 7/1/06 increase weekend differential to \$1.50 per hour.

B. An employee required to work one hour prior or one hour after their regular work schedule hours of 7:00 AM to 3:30 PM, Monday through Friday will not be entitled to a differential unless such shift change runs consecutive for more than one week.

## ARTICLE 13 COURT LEAVE

Employees who are called for jury duty or summoned on behalf of the Town as witnesses shall be granted court leave, without loss of pay. If the fees for jury duty or witness fees amount to less than the employee's regular rate of compensation, he shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Superintendent of Public Works upon receipt of summons. When an employee has been granted court leave and is excused by proper court authority, if he is dismissed prior to 11:30 A.M., he shall report to his regular place of duty following lunch and time for a change of clothing.

## ARTICLE 14 CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service Rules and Regulations whenever applicable including but not limited to seniority, promotions, transfers, discharges, removals, and suspensions.

## ARTICLE 15 UNION REPRESENTATIVES

### Section A Officers, Stewards, and Delegates

The Union shall furnish in writing to the Employer the names of the Business Agent of the Union and up to five (5) stewards, as from time to time may be appointed or elected; and the Union further agrees to notify the Employer of any changes or substitutions of the names so submitted. Not more than three (3) of the aforesaid stewards may investigate and settle grievances and attend grievance meetings with the Employer's representatives during working hours without loss of pay.

In addition, effective July 1, 2002, the Union shall be allowed a cumulative total of three (3) days with pay per fiscal year for Union business. The days shall be allocated by the Business Agent. The Business Agent will notify the Superintendent's office.

## ARTICLE 16

### HEALTH ISSUES

The Town will provide all employees in the unit with Hepatitis B vaccine shots and each employee will be required to receive such vaccines, unless the employee executes a written waiver indicating his/her refusal.

The Town will make Hepatitis A vaccine shots available to any employee in the bargaining unit who wishes to receive them at no cost to the employee. All employees will be required to sign a written acknowledgment/waiver indicating his/her refusal or acceptance of the Hepatitis A shots.

The Employer shall reimburse the employee up to \$100 per year toward the cost of shatterproof prescription glasses that are necessary for the employee to perform his/her job. Effective July 1, 2011, said reimbursement amount shall be increased to \$150.00 per year.

Effective 12/2/11, the Town will reimburse employees for the cost of undergoing Department of Transportation required physicals and the cost of the Department of Transportation physical card itself and without loss of pay if the physical is conducted during work hours.

## ARTICLE 17

### HEALTH INSURANCE

- 80/20 health insurance contribution rate retroactive to 7/1/06.
- Effective 7/1/07, modify HMO plan design and co-pay amounts to Option 5 as proposed by Town. With respect to the inpatient and outpatient co-pays, the Town will reimburse employees on individual HMO plans for up to a maximum of \$350.00 per fiscal year toward the cost of inpatient/outpatient co-pays incurred during that year. Employees on family HMO plans will be reimbursed for up to a maximum of \$700.00 per fiscal year per plan toward the cost of inpatient/outpatient co-pays incurred during that year by individuals covered by the plan.

In the event that the Employer is empowered by law to increase the Employer share of group insurance benefit costs, and in the event that the Employer does so provide for any other employee group, all employees under this Agreement shall receive the benefit of the same Employer share of said costs.

## ARTICLE 18

### INSURANCE ADVISORY COMMITTEE

The Town will utilize an Insurance Advisory Committee (IAC) which will be comprised of representatives from the Town's Unions and appropriate members of management to review and discuss a number of insurance plans and benefits, which may include but are not limited to, a voluntary dental plan, cafeteria plans, deferred compensation plans, health insurance plans, etc. The Union will designate an appropriate representative to serve on the IAC.

## ARTICLE 19

### DRIVER'S LICENSE

All employees shall be required to have, and continuously maintain, a valid Massachusetts Commercial Driver's License (CDL) as a condition of employment. Failure to maintain a valid CDL shall be grounds for discipline, up to and including termination. Any fees associated with maintaining a valid CDL shall be borne by the Employer. The parties agree to address the issues involved in implementing the DOT drug testing regulations as a separate matter.

## ARTICLE 20

## MATERIALS AND EQUIPMENT

The Town shall provide all protective clothing required to perform any task an employee may undergo, including:

2 piece rain suit	hard hats	sound eliminators (when needed)
ear protection	safety goggles	hard hat liners
work gloves	welding shield	gloves (sewer work)
welding gloves	coveralls (sewer work)	tree safety pants

Issuance of this equipment will be provided on an as needed basis to be determined by an agreement between the Union Business Agent and the Superintendent of Public Works. Matters of abuse of equipment (i.e. lost, misused) will be addressed on a one to one basis by the Business Agent and the Superintendent of Public Works. If no agreement can be reached between both parties, the Superintendent will make the final decision.

The Union agrees all safety items provided by the Town will be utilized when necessary, as determined by the Superintendent.

Quarterly safety meetings will be held between the Town and the Union. Up to four (4) bargaining unit members selected by the Union will be allowed to attend without loss of pay.

## ARTICLE 21

## WEATHER CONDITIONS

Employees covered by this Agreement shall not be required to work in the elements in the weather conditions described in this Article unless the Superintendent of Public Works shall, in his sole discretion, determine that the public health or safety would be adversely affected by the interruption of the operations in progress, namely:

1. Whenever the exterior shade temperature has risen above ninety degrees (90°) Fahrenheit; and
2. Whenever the exterior shade temperature has fallen below minus five degrees (-5°) Fahrenheit.
3. When the temperature reaches 90 degrees Fahrenheit, black top work will be modified, unless there is an emergency. The black top crew will be reassigned to other tasks including removal of bituminous (black top) material.
4. The parties shall rely upon the Watertown DPW Weather Station in the main office for information concerning the aforementioned temperatures. When it has been ascertained that said weather conditions prevail, the President of the union, or in his absence, the vice-president, shall contact for confirmation the Town Manager, or his designated agent, the Superintendent of Public Works.

## ARTICLE 22

## DUES DEDUCTIONS

### Section A Authorization for Dues Deductions

Upon receipt by the Employer of a signed voluntary authorization by an employee hereunder, the Employer agrees to deduct monthly the Union membership dues which may be duly levied by the Union from the pay of said employee and remit the aggregate amount to the Treasurer of the Union together with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th day of the next succeeding month. An authorization may be revoked by the employee by sending a signed written

notice thereof to the Town Auditor, such revocation to take effect sixty (60) days after the receipt thereof. The Employer shall send a copy of the revocation to the Union.

#### Section B         DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE Chapter 25 on a monthly basis the total amount deducted along with the name of each employee on whose behalf a deduction is made.

#### Section C         Indemnification

The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with the Article.

#### ARTICLE 23             AGENCY FEE

The Employer shall require as a condition of employment during the life of this Collective Bargaining Agreement that an employee, who chooses not to be a member of the Union make payment of a service fee to the Union commencing on or after the thirtieth (30) day following the beginning of his employment or the effective date of this Agreement whichever is later.

The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

#### ARTICLE 24             BULLETIN BOARDS

The Employer agrees to make space available to the Union on a bulletin board located in non-public areas adjacent to employee entrance or exit for the purposes of posting routine Union notices, circulars, and other materials relating to Union business. All materials must be approved and initialed for posting by an officer of the Union.

#### ARTICLE 25             ACCESS TO PREMISES

The Employer hereby agrees to permit representatives of the Union to enter working areas at reasonable times for the purpose of discussing working conditions with the employees covered by this Agreement. Such representatives shall not disturb or interfere with said employees in the performance of their assigned duties.

#### ARTICLE 26             VACANCIES AND SENIORITY

##### Section A         Posting of Notice

Whenever the Employer decides to fill a vacancy a copy of the official notice of the vacancy shall be left posted for ten (10) days at the DPW yard bulletin board and in the office of the Town Clerk. Said copy of the official notice shall be the same as the official notice in that it shall contain all pertinent information relating to the vacant position, including the pay, duties, and qualifications therefore. Employees hereunder desiring to make application for the vacant position may do so by signing the said official notice, which is to be

retained by the supervisor of the section where the vacancy exists, during the ten (10) day posting period. An executive officer of the Union shall be allowed to examine the official notice upon request.

In addition, whenever the Employer decides to fill a vacancy in a position which is not within the Union but is a budgeted position in the Department of Public Works, a copy of the official notice of the vacancy shall be posted at the Department, and a copy shall be provided to the Union.

The Employer agrees to make its decision to fill a vacancy within a reasonable time after the vacancy occurs, but not later than three (3) months after the vacancy occurs. If the Employer decides to fill the vacancy that vacancy shall be filled as soon as practicable.

#### Section B Promotions

If the Town decides to fill a promotional position, such position will be posted within 10 days. Once posted, a promotional position will be filled as soon as possible, but no later than 30 days if an internal candidate is selected. If an internal candidate is not selected, he will be notified within 30 days.

#### Section C Procedures

Every Human Resources Division (HRD) vacancy in the unit will be filled in accordance with Civil Service procedures. In filling vacancies, the following factors will be considered, after applicants qualify with the minimum qualifications before any other factors are considered, namely:

1. Seniority, as defined in Section E of this Article;
2. Knowledge, training, ability, skill, and efficiency;
3. Physical fitness; and
4. Leadership qualities.

Where factors (2), (3), and (4) are relatively equal, seniority shall be the deciding factor. In the event the senior applicant is not selected, the Employer, upon request by the Union, shall submit reasons in writing as to why the senior applicant was not selected to fill the vacancy. The Employer shall be the sole judge of the qualifications and abilities of the applicants, provided such judgment shall not be exercised arbitrarily, capriciously or unreasonably. Any disputes arising hereunder shall be subject to the grievance procedure.

#### Section D Trial and Training Period

Upon his selection to fill the vacancy, the successful applicant shall receive a trial and training period of at least sixty (60) days in his new position unless extended in writing by the Superintendent or to a reasonable time certain, said extension being up to an additional sixty (60) days, at the regular rate of pay for that position. If the Employer is not satisfied with his performance at the end of the said trial and training period, he shall be restored to his former position and rate of pay. If none of the employees covered by this Agreement are selected to fill the vacancy, the Employer may go outside the bargaining unit for applicants.

#### Section E Definition of Seniority

For the purposes of this Agreement the seniority of employees hereunder shall mean their ranking based on length of continuous service. The length of continuous service shall be computed from the date of the employee's original permanent appointment, including the probationary period served for such appointment, regardless of class or grade.

Section F      Other Applicability of Seniority

The principal of seniority as defined above, shall govern and control in all cases of lay-offs, return to work after a layoff, preference in assignment to night and week-end work according to the employees' rating of classification and in the choice of vacation periods.

ARTICLE 27    GENERAL PROVISIONS

Section A      Reprisals

There will be no reprisals of any kind taken by the Employer, its officers, agents or representatives against any employee covered by this AGREEMENT by reason of his membership in the Union or participation in its activities, or of his assertion of any right hereunder.

Section B      Conflicts

In the event that any part or provision of this Agreement is in conflict with any personnel ordinance, rule or regulation of the Town of Watertown or any statute, rule or regulation of the Commonwealth of Massachusetts, the terms of this Agreement shall prevail in accordance with Massachusetts General Law, Chapter 150E, Section 7(d).

Section C      Prohibited Practices

The Union agrees that for the duration of this Agreement it will not engage in, induce, or encourage any strikes, work stoppages, slowdowns, or withholding of services by the employees represented by it. Any employee who engages in such activities will be subject to disciplinary action, including discharge.

The Employer agrees that it will not engage in a lock out of unit employees, but may resort to legal remedies in the event of a job action.

Section D      Waiver

The Employer and the Union agree that each has had a right to bargain for any provision that they wished in this Agreement. Each of the parties hereunto expressly waives the right to reopen the contract for any further demands or proposals, and agree that this Agreement constitutes a complete contract on all matters, and that if other proposals have been made the same have been withdrawn in consideration of this Agreement.

Section E      Funding

If funds are necessary to implement this Agreement, a request for the necessary appropriation shall be submitted to the Town Council by the Employer. If such request is rejected, the matter will be returned to the parties for further bargaining.

Section F      Lack of Work

If an employee is dismissed for lack of work after he has reported for duty at his regularly scheduled time and place, he shall receive eight (8) hours pay at his regular rate.



#### Section G      Grade Rating

Whenever an employee covered by this Agreement is required to perform duties rated below his grade he shall nevertheless receive his regular rate of pay for the performance of such duties.

Insert new Section H as follows:

#### Section H      Changes To Agreement

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

#### Section I      Non-Waiver

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

### ARTICLE 28              UNIFORMS AND WORK SHOES

Effective through June 30, 2012, the following will be the dress code for all Union members.

- Navy blue work pants (no denim, dungarees, jeans, etc)
- Navy blue or white golf style shirts (with a collar, with sleeves, and no insignia, except the Town of Watertown logo)
- Navy blue sweatshirts (no insignia, except the Town of Watertown logo)
- In the months of May, June, July, August, & September navy blue shorts are acceptable; however, the shorts must be no less than 2 inches above the knee. Furthermore, jersey or sweatshirt material is not acceptable.
- T-shirts issued by the Superintendent are acceptable, however, collars and sleeves must not be altered

All employees, except those specifically exempted by the Superintendent, must wear work boots as determined by the Superintendent.

The Superintendent will determine standards for outerwear, after receiving input from the Union.

Effective through June 30, 2012, employees will receive \$500 in the month of July and \$500 in the month of January for the purchase and maintenance of work clothes and footwear. Effective July 1, 2012, the annual uniform allowance will be replaced with a uniform service with cleaning, but the Town will provide an annual allowance of \$450.00 for boots and foul weather gear which is to be paid in the month of July. In connection with the uniform, the Town will provide each employee with eleven (11) long sleeve/short sleeve shirts and eleven (11) pairs of pants/shorts, depending on the season. In addition, the Town will provide one (1) winter weight coat and one (1) hooded lined sweatshirt each year. (The coat and sweatshirt will not be part of the cleaning service, however.) A lightweight jacket will also be provided as part of the uniform service itself. During the winter months, half of the allotment of pants to be provided by the Town will be lined.

Six (6) months after the implementation of this provision, the parties agree to meet to discuss the uniform service and any issues, problems or concerns they may have with the uniform service. The parties agree that the Town shall have the ultimate say regarding the uniform service, but that it will consider the Union's input when making any decisions regarding same.

It is expressly understood that if an employee leaves the employment of the Town prior to the issuance of the allowance, he/she will not be entitled to the payment.

It is expressly understood that an employee on an extended leave of absence or injury leave is not entitled to the allowance, except that if an employee works any part of the six month period from January through June, or July through December, he/she shall receive the full payment. No payment shall be pro-rated.

#### ARTICLE 29 LONGEVITY PAY

Effective 7/1/10, longevity pay for all employees covered under this Agreement shall be as follows:

Beginning with the 1st day of the 5th year thru the last day of the 9th year	\$ 800
Beginning with the 1st day of the 10th year thru the last day of the 14th year	\$ 1,300
Beginning with the 1st day of the 15th year thru the last day of the 19th year	\$ 1,600
Beginning with the 1st day of the 20th year thru the last day of the 24th year	\$ 2,500
Beginning with the 1st day of the 25th year	\$ 2,900

Effective January 1, 2012, longevity will be paid on an annual basis in January in a separate check, but otherwise in accordance with current practice. For FY 2012, said longevity payment shall be reduced by the amount that has already been paid to eligible employees in FY 2012.

#### ARTICLE 30 PERSONAL LEAVE

An employee covered by this Agreement shall be entitled to two (2) personal days per year. Insofar as it may be practicable to do so, an employee may select the dates for days of personal leave.

An employee covered by this Agreement must provide written notice to the Employer at least five (5) business days before the leave. The request shall be granted if it does not cause the shift to run short or result in overtime, with the exception of single person shifts. With regard to emergency situations where five (5) days written notice is not practicable, the employee may use a personal day so long as the employee calls within 15 minutes of the start of the shift.

#### ARTICLE 31 WORKING OUT OF GRADE

An employee, required by the department head to work in a vacancy in a higher classification, for a period of more than five (5) consecutive working days shall be entitled to be paid at the earliest step rate of the higher classification which provides an increase in pay, retroactive to the first day of such assignment. Coverage of another employee's vacation leave shall not be considered a vacancy within the meaning of this Article regardless of the duration and shall not entitle an employee to receive out of grade pay under this provision.

#### ARTICLE 32 PERFORMANCE APPRAISAL

The Town and the Union will meet to discuss, formulate and implement a performance appraisal system.

ARTICLE 33 LIMITED/LIGHT DUTY

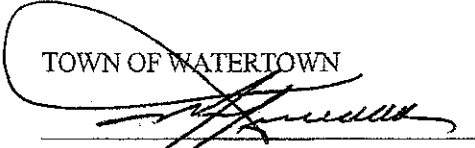
When an employee is injured on the job he may be returned to duty on a limited/light duty basis. The decision to have an employee return to duty will be made by the DPW Superintendent in consultation with the Town's Occupational Health Nurse and Workers Compensation consultant after receiving appropriate documentation from treating professionals.

ARTICLE 34 DURATION


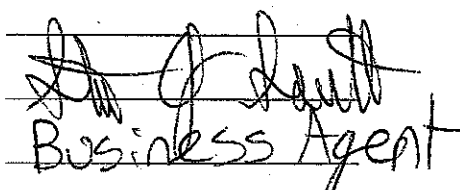
Except as otherwise provided herein, the terms of this Agreement shall be from July 1, 2010 through June 30, 2013. If a successor agreement is not reached by June 30, 2013, the terms of this agreement shall remain in full force and effect until a successor agreement is executed.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ of \_\_\_\_\_, 2013.

TOWN OF WATERTOWN

  
Town Manager

TEAMSTERS LOCAL UNION No.25

  
  
Business Agent

Dated: APRIL 9, 2013

Dated: 4-1-13